



THE NEIGHBOURHOOD

Assured Shorthold Tenancy Agreement

FOR

35, Green Acre, Durham, DH1 1JA

Tenants:

Lead Tenant

Second Tenant

Particulars

This agreement is made on 31/01/2019

This Agreement is made between:

(1) "The Landlord": The property company 1, Example Street, Example City, AA1 1AA

(2) "The Tenant":

Name : Mr Lead Tenant
Email : first.tenant@email.com
Phone : 07405551900
Address : 1 More Avenue, London, EC2A 2EX, United Kingdom

Name : Mr Second Tenant
Email : second.tenant@email.com
Phone : 07474567888
Address : 2 Fleet Place, London, EC2A 2EX, United Kingdom

And is made in relation to the Premises at:

Studio / Room Number:

Room Type:

Property Address: 35, Green Acre, Durham, DH1 1JA, UNITED KINGDOM

The Main Terms of the Tenancy:

The Term Commencement Date (12 noon): 01/07/2019

The Term End Date: 30/06/2020

The Booking Fee: £250 per person

The Booking Fee is a non-refundable fee required to reserve your room and is payable on a per person basis. There is a cooling off period of 4 working days whereby if you cancel your reservation in writing within 4 working days of making your booking, the Booking Fee will be refunded. Thereafter, at the start of your tenancy the Booking Fee will be transferred into your Security Deposit and you will receive a Deposit Protection Certificate confirming this within 30 days of the Tenancy commencing.

The Security Deposit: £ 0.00 per person

The Security Deposit is payable and registered at the start of the Tenancy and retained throughout the Tenancy as per the Tenancy Agreement. The Booking Fee is used to pay the Security Deposit however any shortfall will be payable at the start of the Tenancy.

The Weekly Rent: £ 200.00

Total Rent: £ 10,428.56

Rent Payment Dates: Payable as per the Rent Schedule below

Rent Schedule

Tenant number	Tenant name
1	Mr Lead Tenant
2	Mr Second Tenant

Charge date	Tenant number		Sub-total
	1	2	
01/07/19	938.57	938.57	1,877.14
01/10/19	1,668.57	1,668.57	3,337.14
01/01/20	1,668.57	1,668.57	3,337.14
01/05/20	938.57	938.57	1,877.14
Sub-total	5,214.28	5,214.28	10,428.56

All amounts are in GBP (£)

1 **DEFINITIONS**

Concierge

The concierge service located at the Property and operated by the Landlord for use by all tenants.

Deposit

The amount set out on in the contract particulars.

Duty Manager

The person(s) employed by the Landlord who is responsible for the management of the building on a day to day basis, and who is the person in attendance at the Property at any given time.

Inventory

The schedule of fixtures, fittings and items issued to the Tenant on the commencement of the Tenancy or move in date by the Tenant, whichever is later.

Property

All that building and grounds at 35 The Parade, Cardiff, CF23 3AD for which the Studio or Apartment forms part

Regulations

The regulations principally relating to safety, security and conduct within the Property that will be provided to the Tenant at the start of the Tenancy and that may be varied from time to time and notified to the Tenant or exhibited in the Property.

Rent

The sum set out in the contract particulars

Rent Payment Dates

The dates set out in the contract particulars

Room Items

All those fixtures, fittings and items belonging to the Landlord contained in or upon the Studio or room within the Apartment and which are listed on the Inventory.

Shared Items

All those fixtures, fitting and items belonging to the Landlord located in the Shared Areas of the Apartment and used in common with other Tenants in the Apartment and which are listed in the Inventory

Shared Areas

All those parts of the Apartment which are intended to be used in common with other occupiers of the Apartment.

A Studio

A single self-contained residential unit located within the Property comprising a desk and study area, sleeping area, storage, a kitchenette and en-suite bathroom.

An Apartment

An apartment being either two or four-bedrooms of shared residential accommodation containing individual bedrooms each with en-suite bathrooms, a shared kitchen for use by the Tenant in common with other Tenants of bedrooms within that apartment.

Schedule of Charges

The Landlord's list of charges that is attached as per Appendix 1, but is subject to change.

Term

The period specified in the contract particulars

Communal Items

All those fixtures, fitting and items belonging to the Landlord located in the Communal Areas of the Propety and used in common with other Tenants in the Property

Communal Areas

All those parts of the Property, excluding Studios and Apartments, which are intended to be used in common with other occupiers, including but not limited to the ground floor kitchen, study area, bar area, gym, bike store, reception and cinema, any corridors, stairwells and lifts and any shared outdoor areas belonging to the Landlord.

Management Company

The Landlord has appointed The Neighbourhood Management Ltd (Company number 10044313) to manage the Property and administer the Tenancies.

2 INTERPRETATION

In this agreement unless otherwise specified:

- 2.1 The expression 'Landlord' includes the successors in title to the Landlord and the singular number includes the plural and vice versa. The neuter includes the masculine and the feminine and where there are two or more persons included in the expression 'the Tenant' or 'the Landlord' agreements by the Tenant or the Landlord shall be deemed to have been made by such persons jointly and severally.
- 2.2 The words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation'.
- 2.3 The word 'liability' includes all costs, claims, expenses and loss incurred or suffered by the relevant party.
- 2.4 General words introduced by the word 'other' do not have a restrictive meaning even where preceded by words indicating a particular class of acts, things or matters.
- 2.5 An obligation not to do something includes an obligation not to cause or allow that thing to be done.
- 2.6 Obligations owed by or to more than one person are owed by or to them jointly and severally.
- 2.7 A reference to legislation is a reference to all legislation having effect in the United Kingdom at any time during the Term, including directives, decisions and regulations of the Council or Commission of the European Union, Acts of Parliament, orders, regulations, consents, licences, notices and bye laws made or granted under any Act of Parliament or directive, decision or regulation of the Council or Commission of the European Union, or made or granted by a local authority or by a court of competent jurisdiction and any approved codes of practice issued by a statutory body.
- 2.8 A reference to particular legislation is a reference to that legislation as amended, consolidated or re-enacted from time to time and all subordinate legislation made under it from time to time.
- 2.9 This agreement and any dispute or claim arising out of or in connection with it will be governed by and construed in accordance with the law of England and Wales.

3 LETTING

- 3.1 The Landlord lets the Studio or the Room within the Apartment to the Tenant for the Term, together with a right to use:
 - 3.1.1 Items within either the Studio or the Room within the Apartment
 - 3.1.2 Shared areas within the Apartment
 - 3.1.3 Shared Items within the Apartment
 - 3.1.4 Communal facilities within the Property in common with other persons authorised by the Landlord within the Property and in accordance with any usage guidance issued

from time to time. The Landlord reserves the right to restrict the use of any Communal facilities from time to time on a temporary basis.

- 3.2 This agreement will create an assured shorthold tenancy under Part 1 of Chapter II of the Housing Act 1988 at the commencement of the Term.

4 **TENANT'S COVENANTS**

The Tenant hereby agrees with the Landlord as follows:

Payments:

- 4.1 To pay the Rent in advance on or before the Rent Payment Dates.
- Note; Rent is always due in advance and if the Tenant fails to pay rent in advance the Landlord will begin the arrears collection process. Failure to pay rent will result in Court Action being taken and this will be at full cost to the Tenant.
- 4.2 To pay to the Landlord a late payment charge of £25.00 for each letter resulting from the Landlord being caused to contact the Tenant regarding late payment of Rent
- 4.3 For the avoidance of doubt, it is hereby agreed by the Landlord and the Tenant that at no time during the tenancy shall the Tenant be entitled to treat the Deposit as part payment of any Rent
- 4.4 To pay any local Council Tax that becomes due during the Term. If required to do so by the local council or by the Landlord, the Tenant must obtain a Student Exemption Notice and provide a copy to the Landlord
- 4.5 If the Studio or Apartment is damaged or destroyed by an insured risk so as to render it unfit for occupation then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Studio or Apartment is fit for occupation and use
- 4.6 To reimburse the Landlord any charges incurred as a result of the Tenant deliberately or accidentally activating the emergency fire alarm system without due cause, the result of which initiates the attendance of the fire, police or ambulance services
- 4.7 To pay interest at the rate of 4% per annum above Barclays Bank PLC's base rate on any Rent lawfully due that is paid more than 14 days after the date on which it became due. The interest will be payable from the date the rent should have been paid until the date the rent is actually paid
- 4.8 To pay all reasonable expenses, fees and costs incurred by the Landlord in connection with:
- (a) Collecting or attempting to collect any sums which are due but unpaid by the Tenant under this Agreement;
 - (b) Ensuring that the Tenant gives up occupation of the Studio or the Apartment once he/she is no longer entitled to occupy;
 - (c) Losses or damage in accordance with the Landlord's published 'Schedule of

Charges' details of which are shown in Appendix 1

Inventory:

- 4.9 To review the Inventory and return this to the Duty Manager within 48 hours of receipt. Any issues on the Inventory must be addressed to the Duty Manager. Failure to return the Inventory or address any issues within 48 hours will amount to deemed acceptance of the accuracy of the Inventory

Accommodation:

- 4.10 Not to alter, damage or soil the Studio, Apartment, Room Items or Shared Items and will keep them in a clean and tidy condition
- 4.11 Jointly with the other occupiers keep the Shared Areas within an Apartment in a clean, tidy and hygienic condition including washing up, removal of rubbish and clearance of debris, grease and spillages
- 4.12 To keep the halls and corridors clear at all times and specifically not to leave rubbish bags, bicycles or luggage in the area.
- 4.13 To remove rubbish on a regular basis and place it in the ground floor bins located in the bin store
- 4.14 Not to damage or mark or change the decorative finish of the Studio or the room within the Apartment or Shared Areas or affix anything to the walls
- 4.15 Not to remove any Room Items, Shared Items or Communal Items
- 4.16 To promptly pay for all broken glass where the Tenant, or the Tenant's family or visitors cause the breakage.
- 4.17 Not to cause any blockage to the drains, gutters and pipes.
- 4.18 To notify the Landlord promptly of any damage theft or want of repair to the Studio or Room within the Apartment or Shared Areas.
- 4.19 Not to alter, damage, litter or obstruct the use of the Communal Areas
- 4.20 Not cause or permit any damage to any part of the Property
- 4.21 Not to tamper or interfere with any firefighting/prevention equipment in the Property, nor to obstruct any fire doors or fire exit routes.
- 4.22 Not to tamper or interfere with smoke detectors in the Property or to obstruct or prevent the smoke detectors in any way from their safe and normal operation
- Note: It is illegal to tamper with any firefighting/prevention equipment and to do so could result in criminal prosecution.
- 4.23 Not to mark or label any keys and to report the loss of any keys or key cards immediately to the Landlord

- 4.24 Not to pass or provide keys to any non-Tenant (including but not limited to friends and family of the Tenant), unless prior approval in writing is obtained from the Duty Manager
- 4.25 Not to install any television aerial, satellite dish or apparatus on the Property
- 4.26 Not to prepare or cook food anywhere other than in the kitchen in the Studio or the shared Kitchen in the Apartment
- 4.27 Not to make or have made any duplicate keys to the property and not to replace or add any new locks to the Property.
- 4.28 Not to open the windows past the set restrictors other than in the event of an emergency.
- 4.29 Not to keep or to use deep fat frying equipment
- 4.30 Not keep or use candles, lanterns or any open flame cooking or lighting equipment anywhere in the Property
- 4.31 Not to keep or use any form of heating appliance anywhere in the Property apart from the heating appliances provided and maintained by the Landlord and which form part of the Property
- 4.32 Not to bring into the Property any electrical equipment which does not comply with relevant UK electrical regulations.
- 4.33 Not to store bicycles inside the Property or any access ways or staircases adjoined to the property. Instead store bicycles in the designated bicycle storage areas, which are used on a first come first serve basis. Bicycles should be secured and insured by the Tenant. The Landlord shall not be responsible for any loss or damage to Tenants bicycles. If Landlord is required to remove any bicycle stored in breach of this clause the Tenant shall pay to the Landlord on demand a charge for the release of the bicycle to the Tenant.
- 4.34 Take all reasonable steps to ensure the Studio or the Apartment is kept secure from the intrusion of unauthorised persons (including shutting and locking doors when the Tenant leaves)
- 4.35 Not to assign the tenancy, underlet, sub-let or share possession or occupation of the Property or any part of it or take in lodgers or paying guests.
- 4.36 In the event of the Tenant breaching any of their obligations and the Landlord undertaking repairs or replacement, to pay to the Landlord within 7 days of receiving an invoice the cost of any repair or replacement.

Conduct:

- 4.37 To adhere to the Rules and Regulations of the Property provided to the Tenant at the beginning of the Tenancy and any further reasonable written regulations issued from time to time by the Landlord or the Manager.

- 4.38 Not to commit or allow any visitor to commit any form of:
- (a) Criminal offence
 - (b) Harassment or threat of harassment on the grounds of race, colour, religion, sex or sexual orientation which may interfere with the peace and comfort of, or cause offence to, any other tenant, any visitor, any employee of the Landlord or his agents or his contractors
 - (c) Nuisance or intimidation or physical, verbal, written, social media or internet abuse against other tenants, visitors, any employee of the landlord or his agents or his contractors.
- 4.39 Not to permit any television, hi-fi, radio, musical instrument or other sound producing equipment to be audible outside the Studio or room in the Apartment between the hours of 10.30pm and 7.00am
- 4.40 To only use the Studio or the Room within the Apartment for the Tenants own private residential purposes and not for the purposes of conducting a business.
- 4.41 Not to smoke anywhere in the Property. The Landlord may at his discretion issue a fine of £50.00 to the Tenant for any and every breach of the no-smoking regulations
- 4.42 Not to bring onto or allow to be stored or kept within any part of the Property and to report to the Landlord or any of its staff the presence of any:
- (a) Pets or any other animals, birds or reptiles
 - (b) Liquid or gaseous fuel, noxious or explosive substance or gas, paraffin or gas heater, cookers, fryers, candles or other naked flame devises or consumables;
 - (c) Illegal drugs or substances whether for the Tenant's own use or otherwise unless prescribed by a qualified medical practitioner; and
 - (d) Weapons or imitation weapons of any form
- 4.43 To comply with any Internet Usage Policy as may be issued from time to time.
- 4.44 To comply with any Guidance and / or Usage Policies as may be issued from time to time on connection of the use of any part of the Communal Areas
- 4.45 To comply with all relevant legislation and other legal requirements in connection with the Tenant's use and occupation of the Studio or the Room within the Apartment and general conduct in the Property.
- 4.46 To attend a fire training session and property induction as arranged by the Landlord
- 4.47 To notify the Manager of all repairs and/or maintenance work which the Tenant considers necessary for the Studio or the Apartment.
- 4.48 The Tenant shall not do anything to or on the Property that:

- (a) Causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;
 - (b) Involves using the Property for immoral or illegal purposes; or
 - (c) Has the effect of invalidating the Landlord's insurance, details of which are available upon request.
- 4.49 The Tenant shall send the Landlord a copy of any letter, notice or other communication affecting the Studio or Apartment within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.
- 4.50 To advise the Landlord, by giving reasonable written notice if the Tenant intends being absent from the Property for more than 14 days and provide actual dates the Property will be unoccupied. For any absence over 28 days the Tenant may agree that the Landlord should have access during the period to keep the Property insured and to take reasonable precautions to mitigate damage.

5 LANDLORD'S COVENANTS

The Landlord hereby agrees with the Tenant as follows:

- 5.1 To insure the Studio or the room within the Apartment together with the Room Items and Shared Items to their full value against loss or damage.
- 5.2 To insure the Tenant's personal contents on such terms and such value as the Landlord in its absolute discretion shall deem reasonable. A copy of the insurance policy for the Tenant's personal items will be provided on commencement of the Term.
- 5.3 To make good any damage caused by an insured risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.
- 5.4 To allow the Tenant quiet enjoyment of the Studio or the Room within the Suite without unreasonable interruption by the Landlord.
- 5.5 To carry out those repairs for which liability is imposed under Section 11 of the Landlord and Tenant Act 1985.
- 5.6 To comply with the Landlord's obligations under the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended) and associated regulations relating to the Letting of the Unit Number for residential purposes.
- 5.7 To provide a Concierge Service at the Property
- 5.8 To keep clean and maintain the Shared Areas
- 5.9 To provide Wifi at the Property for use by the Tenant subject to the Tenant agreeing to the service providers terms and conditions
- 5.10 To provide a cleaning service to the Studio or Apartment. The cleaners will remove all closed and tied rubbish bags left for collection. The cleaners are not required to remove loose or open rubbish bags or rubbish left in open bags in the rubbish bins.

The cleaners are not required to clean plates, cutlery, pots or pans or any food items. The cleaners are not required to clean the inside of the fridge, cooker or microwave oven. The cleaners will clean all surfaces and bathroom fittings in the Studio or the Room within the Suite once a week. Surfaces must be left clear of personal items by the Tenant in order for the cleaners to perform their job. The Tenant may arrange for more extensive or more frequent cleaning services at an additional cost with the Duty Manager.

- 5.11 The Tenant may arrange for bed linen and a bathroom towels to be cleaned and changed at an additional cost with the Duty Manager

6 DEPOSIT

- 6.1 The Landlord shall acknowledge receipt of the Deposit from the Tenant.

- 6.2 At the end of the tenancy, the Landlord shall return the Deposit to the Tenant except where the Landlord is entitled to withhold a proportion of the Deposit as may be reasonably necessary to:

(a) Make good any damage to the Studio or the Room within the Apartment, Shared Areas or the Property (except for fair wear and tear) caused by the Tenant's failure to take reasonable care.

(b) Replace any of the Room Items which are found to be missing or damaged.

(c) Pay any Rent which remains unpaid.

(d) Pay the reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any breach by the Tenant or the Tenant's obligations under this agreement, including those relating to the cleaning of the Studio or the Room within the Apartment and the Room Items.

(e) Pay any unpaid charges of Council Tax or other similar utilities for the Studio or room within the Apartment for which the Tenant is liable.

(f) Any other breach of the Tenancy.

7 DEPOSIT ARRANGEMENTS

- 7.1 The Deposit is held by the Management Company as Stakeholder. The Management Company is a member of Tenancy Deposit Solutions Ltd T/A MyDeposits.

- 7.2 The Landlord agrees that the Deposit shall be held in accordance with the rules of MyDeposits.

- 7.3 The Landlord and Tenant agree that any interest accrued from the Deposit shall belong to the Management Company as defined in section 213(10) of the HA 2004.

- 7.4 The Management Company will register the Deposit within thirty days of the commencement of the Tenancy or receipt of the Deposit whichever is earlier and give to the Tenant a copy of the Prescribed Information and Deposit Protection Certificate of mydeposits.

- 7.5 The Landlord shall inform the Tenant within ten Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in clause 6.
- 7.6 The Landlord shall inform MyDeposits within ten working days of the Tenancy ending that the Deposit is to be repaid in the sums agreed between the Landlord and Tenant.
- 7.7 If the amount of monies that the Landlord or the Agent is entitled to deduct from the Deposit under this Agreement exceeds the amount held as the Deposit, the Landlord may require the Tenant to pay that additional sum to the Landlord within fourteen days of the Tenant receiving that request in writing.

The Landlord and Tenant agree that any dispute regarding deductions from the Deposit shall be referred to the Alternative Dispute Resolution service of mydeposits. The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses above.

- 7.8 The Deposit is safeguarded by Tenancy Deposit Solutions Limited trading as mydeposits, which is administered by HFIS plc, T/A Hamilton Fraser Insurance (The Scheme Administrator):

Mydeposits
Premiere House
1st Floor
Elstree Way
Borehamwood
WD6 1JH
Telephone 0333 321 9401
Fax 0845 634 3403
Email info@mydeposits.co.uk

8 INDEMNITY FOR LANDLORD

- 8.1 The Tenant agrees to keep the Landlord indemnified against all damage, costs, expenses and liability arising directly or indirectly from:
- (a) Any act, omission or negligence of the Tenant or any person at the Property expressly or impliedly with the Tenant's consent.
 - (b) Any failure by the Tenant to comply with his or her responsibilities in this tenancy including failure to pay Rent.
 - (c) Any attempt by the Landlord to recover monies due or to enforce the obligations under this Tenancy.
 - (d) Any request by the Tenant to be released early from this tenancy.

9 TERMINATION AND END OF THE TENANCY

- 9.1 At the end of this tenancy (howsoever determined), the Tenant shall:
- (a) Return the Studio or the Room within the Apartment and the Room Items and

Shared Items to the Landlord in the condition required by this agreement.

(b) Jointly and severally with the other occupiers ensure the Shared Areas are left in the clean state and condition as they were at the beginning of the Term

- 9.2 The Tenant shall remove all personal possessions from the Studio or the Room within the Apartment once the tenancy has ended. If any of the Tenant's personal possessions are left at the Studio after the tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for a maximum of 14 days and thereafter the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal in the sums set out in the Schedule of Charges.
- 9.3 The Tenant will hand over to the Landlord by 12 noon on the last day of this agreement (howsoever ended) all keys fobs door entry cards or any other access devices to the Studio or the Apartment or the Property.
- 9.4 At the end of the tenancy the Tenant will arrange a suitable time for inspection of the Studio or the Room within the Apartment with the Landlord and will sign a copy of the inspection report, noting any comments they may have.
- 9.5 If the Tenant signs the inspection report by way of agreement as to the amount of the Deposit to be returned, the Deposit will be returned within 14 days. If the Tenant vacates without arranging an inspection, the Landlord will return the Deposit net of any deduction that the Landlord identifies as appropriate within 14 days.
- 9.6 The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy are explained in the My Deposits guidance notes.
- 9.7 The Statutory rights of the Landlord and the Tenant to take legal action through the county court remain unaffected.

10 LANDLORD'S RIGHTS TO ENTER THE PROPERTY

- 10.1 The Landlord reserves the right to re-enter the Studio or Room within the Apartment if:
- (a) The Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not.
 - (b) The Tenant is identified as using or possessing illegal drugs
 - (c) The Tenant is declared bankrupt.
 - (d) The Tenant has breached any part of this Agreement.
 - (e) Any of the Grounds 2, 7-8, 10-15 and 17 set out in Schedule 2 of the Housing Act 1988 apply.
 - (f) The Tenant ceases to be a full time student.
- 10.2 This clause does not affect any rights of the Tenant under the Protection from Eviction Act 1977 and the Landlord cannot evict the Tenant without a court having first made an

order for possession.

- 10.3 If the Landlord re-enters the Studio or the Room within the Apartment pursuant to this clause, then the tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant will remain in force.
- 10.4 The Landlord reserves a right of access between the hours of 8.30am and 6.30pm for the cleaners to clean the Studio or the Apartment and carry out of the laundry service. The Tenant may opt out of this service at any time by giving written notice to the Landlord.
- 10.5 The Landlord reserves the right for the Landlord, or any person acting on behalf of the Landlord, to enter the Studio or the Apartment on giving 24 hours' prior notice to the Tenant (or in the event of an emergency at any time without notice) in order to:
- (a) Inspect the condition and state of repair of the Studio, Apartment, Shared Items or the Room Items.
 - (b) Carry out the Landlord's obligations under this agreement.
 - (c) Take gas, electricity or water meter readings.
 - (d) For any purpose mentioned in this tenancy or connected with the Landlord's interest in the Property or any other property.
 - (e) To show prospective tenants around the Property.

11 NOTICES

- 11.1 Any notices to the Landlord sent under or in connection with this agreement shall be deemed to be properly served if it is sent by first class post to or left at 53a Western Road, Hove, BN3 1JD.
- 11.2 Any notices sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:
- (a) Sent by first class post to or left at the Studio.
 - (b) Sent to the Tenant's e-mail address stated in the contract particulars.
- 11.3 If a notice is given in accordance with Clause 11, it shall be deemed to have been received:
- (a) If sent by first-class post, on the second working day after posting.
 - (b) If delivered by hand, at the time the notice is left at the proper address.
 - (c) If sent by e-mail, at 9.00am on the next working day after sending.
- 11.4 For the purposes of section 48 of the Landlord and Tenant Act 1987, the Landlord's address for service is the address as stated in the contract particulars.

12 CONSENTS

- 12.1 The Landlord confirms that all necessary consents have been obtained to enable the Landlord to enter onto this agreement (whether from Superior Landlords, Lenders, Mortgagees, Insurers, or others).

13 DATA PROTECTION

- 13.1 The Tenant hereby consents to the Landlord processing any information or personal details on or of the Tenant as defined in the Data Protection Act 1998.
- 13.2 The Tenant agrees that the Landlord may pass on the Tenant's forwarding address and/or other personal information to utility suppliers, local authority, any credit agencies, or reference agencies and for debt collection.

Appendix 1

Schedule of charges:

Item Description / Cost of Repair or Replacement

Painting & Decorating - Per hour: £30 per house
Cleaning - Per hour: £25 per hour
Letter sent in relation to a Breach of the Tenancy: £25.00
Key card: £20.00
Mail Box Key: £15.00
Food Cupboard Key: £15.00
Desk Chair: £280.00
Mattress (Hypnos): £850.00
Bedroom Bin: £15.00
Bathroom Bin: £10.00
TV and TV remote: £380.00
TV Remote: £35.00
TV Bracket: £65.00
Radiator: £450.00
Desk Lamp: £190.00
Towel Rail: £240.00
Towel rail (extra large studio): £240.00
Reading Light: £170.00
Blinds: £190.00
Light Fittings and Bulbs: £35.00
Hob - induction: £450.00
Oven -Dishwasher: £950.00
Dishwasher (shared kitchen): £400.00
Microwave: £220.00
Boiling Water Tap: £350.00
Fridge Freezer: £450.00
Free standing Fridge Freezer: £550.00
Toilet seat: £55.00
Shower head (wand): £20.00
Drawer handles: £5.00
Kitchen cupboard front panel: £85.00
Kitchen Bin: £25.00

Fire Blanket: £35.00
Extractor Fan (shared kitchen): £150.00
Extractor fan (studio): £100.00
Extractor fan 1st floor studio: £200.00
Dinning room chairs: £75.00
Kitchen work surface: £400 /sqm
Dinning room table: £200.00
Desk: £30 per hour
Bookcase x 2: £30 per hour

Pillow cases: £10.00
Double duvet cover: £45.00
Double flat sheet: £22.00
Duvet: £40.00
Pillow: £10.00
Mattress protector: £12.00
Hand towel: £12.00
Bath towel: £15.00
Bath Mat: £10.00

Saucepan set for induction hob including frying pan: £35.00
Small sauce pan with lid: £10.00
Medium sauce pan with lid: £10.00
Large sauce pan with lid: £10.00
Frying pan: £10.00
Full cutlery set (4 in a set): £3.50
Full crockery set (3 in a set): £5.00
4-piece cooking set: £10.00
Ladle: £3.00
Fish slice: £3.00
Pasta spoon: £3.00
Serving spoon: £3.00
Mug: £1.50
Glass: £1.00
Corkscrew: £2.50
Kitchen scissors: £1.00
Wooden spoon: £1.50
Can opener: £7.00
Vegetable peeler: £5.00
Kitchen Knives: £17.50
Chopping board: £2.00
Oven roasting tray: £2.00

This is a legally binding document. The Tenant must ensure they read and understand the agreement and agree to be bound by its terms.

I DECLARE THAT I HAVE READ THE ABOVE CONDITIONS AND UNDERSTAND THE LIABILITIES AND AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF THIS TENANCY

14 **Additional Considerations**

An optional additional clause you can add on a case by case basis. It increases the clause number of any following clauses by 1 if present.

Sample Contract

Sample Contract

Sample Contract

Signatures

TENANTS

Mr Lead Tenant
1 More Avenue, London, EC2A 2EX, United
Kingdom

(Not signed)

Mr Second Tenant
2 Fleet Place, London, EC2A 2EX, United
Kingdom

(Not signed)

LANDLORD

(Not signed)

Guarantor contract

Date:

Name of Guarantor: Mr Example Guarantor

Address of Guarantor: 12 Mount park avenue, Worcester, WR2 6NJ United Kingdom

Landlord Name: The property company

Landlord Address: 1, Example Street, Example City, AA1 1AA

In consideration of your granting a tenancy at 35, Green Acre, Durham, DH1 1JA, UNITED KINGDOM to Mr Lead Tenant, I hereby agree to indemnify you and your Agent against any default in payment of rent, mesne profits*, damages for use and occupation, damages for disrepair, other damages or costs you may incur as a result of the said tenancy, or any further occupation of the property after the expiry of the tenancy whether under a statutory continuation thereof or not.

I hereby undertake to pay from the date of this letter the Rent within 10 days of receipt of a written demand from the Landlord or his Agent if (following a rent demand) the Tenant has not paid the amount being demanded when it was due under the Tenancy Agreement.

If the tenancy is for a fixed term, then my guarantee applies for the whole of the term and I acknowledge that it is not revocable during that term

If the Tenant shall be jointly and severally liable for the obligations contained within the Tenancy Agreement (i.e. where there is more than one tenant, all agreements and obligations can be enforced against all the tenants jointly and against each separately). For the avoidance of doubt, I hereby acknowledge that my liability is NOT restricted to the Tenant named above, but extends to all the Tenants on the tenancy agreement.

It is agreed that there shall be no right to cancel this agreement once the tenancy has begun.

This guarantee does potentially entail a substantial liability if Mr Lead Tenant should default on their obligations under the tenancy agreement and you might think it appropriate to seek the advice of a solicitor before signing it.

*Mesne Profits are payable in the event that the Tenant holds over in occupation of the property after the tenancy has expired or has been terminated and is an equivalent amount to the ordinary rent of the property which was payable during the tenancy term.

Signature

(Not signed)

Mr Example Guarantor
12 Mount park avenue, Worcester, WR2 6NJ
United Kingdom